

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
BARAK REAL ESTATE CORP.,

Plaintiff,

Civ. No.

-against-

CHURCH LOANS & INVESTMENTS TRUST,  
and MAJED S. IBRAHIM,

Defendants.  
-----

ANSWER OF CHURCH LOANS AND INVESTMENTS TRUST

CHURCH LOANS AND INVESTMENTS TRUST, by its attorneys, Thaler &  
Gertler, LLP, answers Plaintiff s complaint ( Complaint ) as follows:

Preliminary Statement

The complaint in this case is part of a continuing effort by Ziad Nassradin (suing here as Plaintiff Barak Real Estate Corp.) and other persons and entities who are presently before the Court in case no. 06-CV-8288 to prevent Defendant Church Loans and Investments Trust from selling property which it owns in Bronx County New York. This Court has previously rebuffed the efforts of Mr. Nassradin and his counsel to improperly hinder, delay and defraud Church Loans in the use and disposition of its property by filing a bogus Notice of Pendency against the property.

The court vacated the Notice of Pendency at the outset of the 06-cv-8288 case, and allowed sanctions to be assessed against Mr. Nassradin for the ungrounded legal position he and his present attorney took in that instance. Shortly after being so

rebuked, Mr. Nassradin dropped out of the case, but is now back with yet another unfounded attempt to undermine Church Loans ability to use and dispose of its property.

Responses To Substantive Allegations Of Plaintiff s Complaint

1. Admits the allegations contained in paragraph 3 of the Complaint.
2. Denies the allegations contained in paragraphs 5, 11, 13, 14 and 15 of the Complaint.
3. Denies knowledge or information sufficient to form a belief as to the truth of the contents in paragraphs 1, 4, 6, 8 and 10 of the Complaint.
4. Addressing paragraph 2 of the Complaint, admits being a Texas Real Estate Investment Trust, having its address as alleged, and admits being the owner of the property described in said paragraph.
5. States that the Complaint contains no paragraph 7, and therefor cannot respond.
6. Addressing paragraph 9 of the Complaint, admits having entered into a contract with an individual holding himself out to be Majed Ibrahim, and denies the balance of the allegations in said paragraph.
7. Addressing paragraph 12 of the Complaint, denies breaching any contracts with any party, denies having a legal obligation to sell any property as alleged in said paragraph.
8. Addressing paragraph 16 of the Complaint, states that said paragraph

contains no allegations which can be admitted or denied, and thus denies the sentence fragment comprising said paragraph.

FIRST DEFENSE

9. The Complaint fails to state a cause of action.

SECOND DEFENSE

10. There is no contract between Plaintiff and Church Loans which can form the basis for the relief requested.

THIRD DEFENSE

- \_\_\_\_\_11.\_\_\_\_\_The assignment identified in the Complaint is void, and not supported by consideration.

FOURTH DEFENSE

12. The assignment identified in the Complaint does not name Plaintiff as the Assignee of the contract identified therein.

FIFTH DEFENSE

13. Plaintiff has no contractual or other right to purchase the property identified in the Complaint.

SIXTH DEFENSE

14. Statute of Frauds.

SEVENTH DEFENSE

15. The contract which is subject to the assignment identified in the Complaint terminated and is otherwise unassignable.

EIGHTH DEFENSE

\_\_\_\_\_16.\_\_\_\_At no time during the pendency of the contract alleged in the Complaint did Barak have the financial means to perform its obligations under the contract.

Dated: Westbury, New York  
April 25, 2007

THALER & GERTLER, LLP  
Attorneys for Church Loans and  
Investments Trust

By:s/\_\_\_\_\_  
Jeffrey L. Solomon (JS4720)  
900 Merchants Concourse  
Westbury, NY 11590  
516.228.3553

W:\Clients A-Z\Clients A-E\Church Loans\Barak\Pleadings\answer.wpd